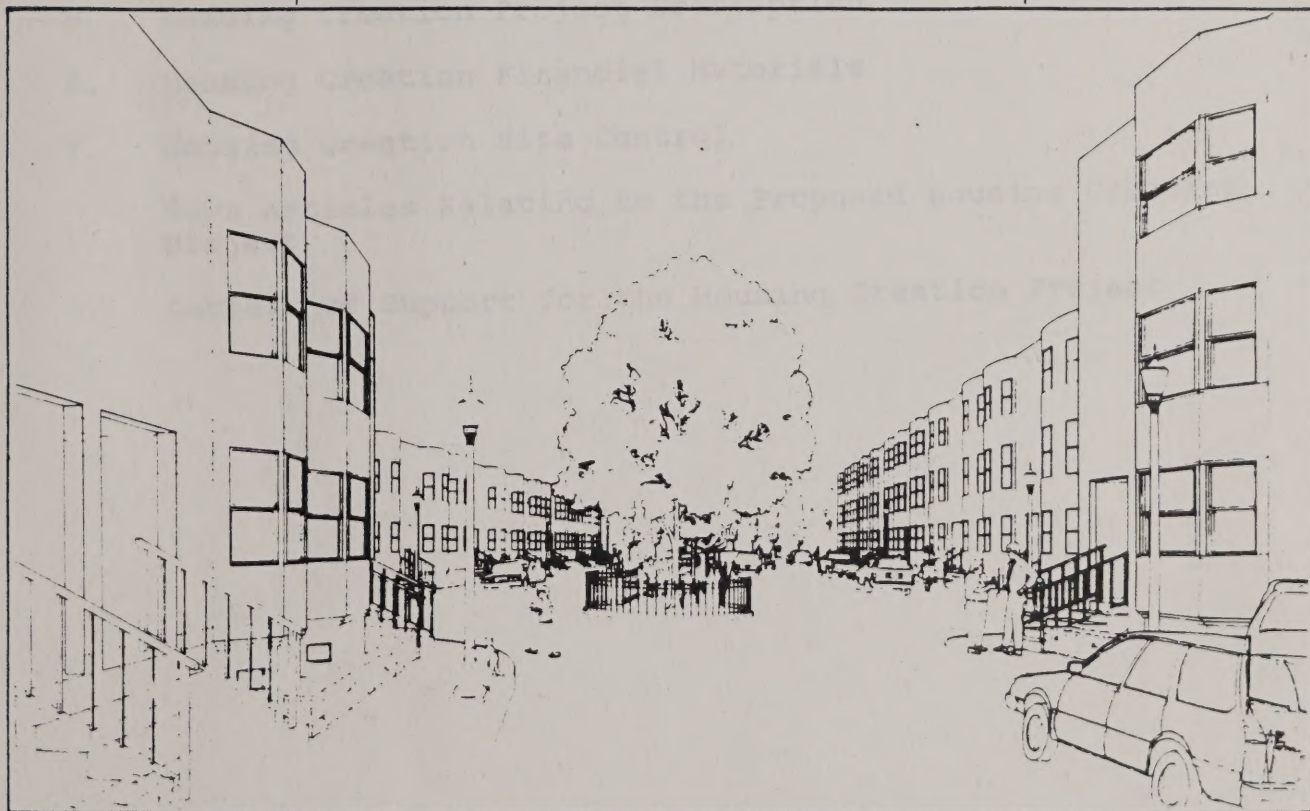


# HOUSING CREATION PROPOSAL

by  
THE TRAMMELL CROW COMPANY  
for  
BACK OF THE HILL TOWNHOUSES



CITY OF BOSTON  
RAYMOND L. FLYNN  
*Mayor*

BOSTON REDEVELOPMENT AUTHORITY  
STEPHEN COYLE  
*Director*

ROBERT L. FARRELL  
*Chairman*

JOSEPH J. WALSH  
*Vice-Chairman*

JAMES K. FLAHERTY  
*Treasurer*

CLARENCE J. JONES  
*Vice-Treasurer*

MICHAEL F. DONLAN  
*Vice-Chairman, Sub-Committees*

KANE SIMONIAN  
*Secretary*

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July 10, 1967

Mr. Stephen Taylor  
Director  
Boston Redevelopment Authority  
One City Hall Square  
Fourth Floor  
Boston, MA 02108

Dear Mr. Taylor:

## HOUSING CREATION PROPOSAL

On June 21, 1967, I met with you and your staff to discuss the Housing Creation Proposal submitted by the Hill Community Development Corporation. This proposal is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area. The proposal is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area. The proposal is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area.

The Hill Community Development Corporation is delighted at this time to assist the City of Boston in its efforts to provide affordable housing. The Corporation is submitting herewith a Housing Creation Proposal for the benefit of the Hill Community Development Corporation. The proposal is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area. The proposal is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area. The proposal is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area.

The Hill Community Development Corporation is a non-profit organization that has been established to provide affordable housing in the Hill Community Development Corporation area. The Corporation is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area. The Corporation is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area. The Corporation is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area.

I am sure that you will find that the proposal meets the legal requirements of the Housing Creation Act and helps the City of Boston in its efforts to provide affordable housing in the Hill Community Development Corporation area. The Corporation is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area. The Corporation is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area. The Corporation is a response to the request made by the City of Boston for a housing creation proposal in the Hill Community Development Corporation area.

Sincerely,

*Richard A. Taylor*  
Richard A. Taylor  
President

Richard A. Galvin

Trammell Crow Company 617-868-2300  
101 Main Street  
Suite 800  
Cambridge, Massachusetts  
02142-1114

July 10, 1987

Mr. Stephen Coyle  
Director  
Boston Redevelopment Authority  
One City Hall Square  
Ninth Floor  
Boston, MA 02210

Dear Mr. Coyle:

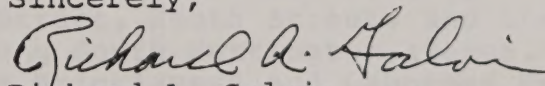
On June 12, 1986, Trammell Crow Company entered into a Development Impact Project Agreement (DIP Agreement) with the Boston Redevelopment Authority regarding the project known as 745 Atlantic Avenue, which is now under construction by Trammell Crow Company on Atlantic Avenue. That DIP Agreement calls for us to satisfy our linkage obligation either through a series of linkage payments or through an approved Housing Creation Proposal.

Trammell Crow Company is delighted at this time to assist the City in its efforts to provide affordable housing by submitting herewith a Housing Creation Proposal for the benefit of creating affordable housing through the building of "Back of the Hill Townhouses", located in Mission Hill. The Bricklayers & Laborers Non-Profit Housing Company, Inc.; in conjunction with the City of Boston and the Back of the Hill Community Development Corporation, proposes to develop a parcel of land currently owned by Lahey Clinic into 165, one, two, and three bedroom townhouses. Units will be sold at affordable prices to families meeting City of Boston criteria.

Approval of this Housing Creation Proposal by the Neighborhood Housing Trust and the Boston Redevelopment Authority, will allow funds to be used to fill a critical financing gap, thereby leveraging over \$18 million dollars in construction financing for this large and important site now available after nearly ten years of negotiation.

I trust that you will find that the Proposal meets the legal requirements of the Housing Creation process and helps the City achieve its goal of providing affordability in all neighborhoods.

Sincerely,



Richard A. Galvin  
Partner

RAG/dmc



HOUSING CREATION PLAN

BY THE

745 ATLANTIC REALTY TRUST

FOR THE

BACK OF THE HILL TOWNHOUSES

The 745 Atlantic Realty Trust Linkage Commitment

On June 12, 1986, 745 Atlantic Realty Trust entered into a Development Impact Project Agreement ("DIP Agreement") with the Boston Redevelopment Authority regarding the project known as 745 Atlantic Avenue, which is now under construction. 745 Atlantic Avenue is a mixed use project which includes office and retail space together with below grade parking.

The office component of the project is expected to occupy approximately 165,740 square feet, which, as set forth in the DIP Agreement and pursuant to Article 26A of the Boston Zoning Code, results in a so-called "linkage obligation" or Development Impact Project Exaction due to the City. This obligation can be fulfilled through payment to the Neighborhood Housing Trust of \$328,700 in seven equal annual installments of \$46,957.14 commencing on the issuance of a building permit for the project, or can be fulfilled through approval of a housing creation proposal which commits at least an equivalent amount of funds to directly aid the creation of affordable housing in the City of Boston.

The Back of the Hill Townhouse Development

The Back of the Hill Townhouse project will be located at an eleven acre site formerly owned by the Lahey Clinic in the Mission Hill section of Boston. The 471,000 foot site is bounded by Fisher Avenue, Hyden Street, Heath Street, and the back property line of housing along South Huntington Avenue. The land will be developed by the Bricklayers and Laborers Non Profit Housing Co., Inc. into 165 one, two, and three bedroom townhouses.



The Bricklayers and Laborers Non-Profit Housing Co. ("BLNHC") is a non-profit housing developer formed by the International Bricklayers and Allied Crafts Union and the International Union of Laborers to build quality housing with union labor at affordable prices. Working in conjunction with the City of Boston, BLNHC has completed a townhouse development project in Andrew Square, South Boston, and has been designated as the developer of a 49 unit project in the Charlestown Navy Yard.

The Bricklayers and Laborers Non Profit Housing Co., Inc. will sell the Back of the Hill Townhouses in several price tiers. Sixteen homes will be made available to low income families as rental units, thirty eight homes will be sold to low/moderate income families, and at least sixty seven homes will be sold to moderate/middle income families. Eight of the units will be reserved for handicapped residents. The balance of forty four units will be sold at higher prices but still at least 15% below current market prices in the area. Units will be sold only to first-time homebuyers who are City of Boston residents. Deed restrictions will limit the price at which units can be resold and therefore ensure the long-term affordability of these homes. Some units may be reserved for income eligible residents of the Mission Hill neighborhood.

The Back of the Hill Townhouses project is supported by Back of the Hill Community Development Corporation, which will assist in the marketing of these units. Back of the Hill CDC recently completed a manufactured housing project on Mission Hill.

#### Demonstration of Need for Linkage Funds

Total development cost for this project is currently estimated at \$19,973,000, which includes nearly fifteen million dollars in housing development costs, two million dollars for site acquisition, and over three million dollars in infrastructure improvements. Such infrastructure costs are a necessary part of housing development on this site, given the currently blighted condition of the land, very steep grades, and need for new streets, sidewalks, street lamps, and other improvements.

Sources of funds for this development include \$17,094,000 in expected sales revenues, \$870,000 in a state CDAG grant for which the developers have applied, and \$210,000 in federal, state, and city open space funds to pay for the three acres of the site which shall be transferred to the City of Boston Conservation Commission and preserved as urban open space. Assuming that construction cost savings or a CDAG or other grant increase can provide an additional \$900,000, there still remains a critical financing gap of \$899,000. Unless such funds are provided the project can not be built.



### Provision of Linkage Funds

745 Atlantic Realty Trust proposes to help fill this financing gap by contributing the present value of its 745 Atlantic Avenue Development Impact Project Exaction to the Bricklayers and Laborers Non Profit Housing Co., Inc. for the Back of the Hill Townhouse development. According to the present value formula contained in the BRA Housing Creation regulations, the present value of the Development Impact Project Exaction is currently estimated to be \$247,005.

It is understood that these funds, in conjunction with linkage funds to be offered by other Development Impact Project developers through additional housing creation proposals, can provide the \$899,000 in funds needed and thereby enable BLNHC to construct these affordable homes.

### Conclusion

745 Atlantic Realty Trust is proud to submit this housing creation proposal and looks forward to working with the Boston Redevelopment Authority, the Neighborhood Housing Trust, and the City of Boston to gain acceptance of this proposal in a manner which will insure the success of the Back of the Hill Townhouse development and thereby create 165 high quality new homes on this long-blighted site.

INVESTMENT BANK OF AMERICA

145 N. W. 10th Ave.  
Miami, Florida 33136

June 14, 1988

**DIP AGREEMENT**



DEVELOPMENT IMPACT PROJECT AGREEMENT

-for-

745 ATLANTIC AVENUE  
BOSTON, MASSACHUSETTS

June 24, 1986

WHEREAS, this AGREEMENT, dated as of June 24, 1986 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), and ARTHUR DIMARTINO, as TRUSTEE OF 745 ATLANTIC REALTY TRUST under Declaration of Trust dated July 17, 1985, recorded in Suffolk County Registry of Deeds in Book 11987, Page 201, having an address c/o Trammell Crow Company, 101 Main Street, Cambridge, Massachusetts 02142 and its successors, assigns and legal representatives (hereinafter "Applicant").

WHEREAS, the Applicant proposes to construct a ten-story plus mezzanine level building with three levels below grade on the premises located at 745 Atlantic Avenue, Boston ("the Premises") for office, retail, and accessory parking uses (such building and proposed uses therein being referred to herein as the "Project").

WHEREAS, the Premises is a parcel of land containing approximately 19,731 square feet, upon which will be located the building containing approximately 165,740 square feet of gross floor area;

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the costs of housing in the City of Boston;

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may require the creation of new job training programs or the expansion of existing programs;

WHEREAS, the Applicant, recognizing that the Project may have a potential impact on the housing and job training needs of the City, is willing to voluntarily make certain contributions or payments to the City to alleviate such housing and job training needs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:



## ARTICLE 1 - DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan"), and after a public hearing held on June 12, 1986, notice of which was published in The Boston Herald on June 5, 1986, the Authority approved the Plan on June 12, 1986.

Further, the parties hereby acknowledge and agree that, by no means and in no manner shall this Agreement or the covenants or obligations of the parties set forth herein be deemed a condition of or contingency to any zoning permits, variances, or other relief granted in connection with the Project and that any such zoning permits, variances, or other relief shall not be deemed conditioned or contingent upon this Agreement.

## ARTICLE 2 - DEVELOPMENT IMPACT PROJECT CONTRIBUTION-HOUSING

2.1 Housing Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Housing Contribution Grant (hereinafter "Housing Contribution") in the amount as calculated and set forth in Section 2.5 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Housing Contribution, in whole or in part, by the creation or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston as described in Section 2.2 of this Agreement (hereinafter "Housing Creation Option"), by payments made in accordance with Section 2.3 of this Agreement, (hereinafter "Housing Payment Option") or by a combination of both the Housing Creation Option and the Housing Payment Option, as described in Section 2.4 of this Agreement.

2.2 Housing Creation Option. If the Applicant shall elect to create or to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority. Such proposal, if submitted to the Authority on or before the Housing Payment Date, as defined in Section 2.6 of this Agreement, and if approved by the Authority, shall satisfy the provisions of the Housing Contribution requirement set forth in Section 2.1 of this Agreement. The proposal shall include a description of the number, location, cost and design of the housing units and shall comply with any regulations properly promulgated by the Authority in respect of the Housing Creation Option.

2.3 Housing Payment Option. If the Applicant shall not have elected the Housing Creation Option prior to the Housing Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the



City of Boston acting as custodian of the Neighborhood Housing Trust, pending acceptance of such payments by the Neighborhood Housing Trust. The payments shall be made in seven (7) equal annual installments, unless the Housing Payment Option is converted to the Housing Creation Option as provided in Section 2.4. The first installment of the Housing Payment Option shall be due and payable on the Housing Payment Date, and subsequent installments shall be due and payable on the following six (6) anniversary dates of the Housing Payment Date. In the alternative, the Applicant may elect to make payment under the Housing Payment Option in a single installment, due and payable on the Housing Payment Date, in an amount equal to the total amount of the Housing Contribution which would otherwise be paid in seven (7) equal annual installments, discounted to represent the present value of such seven (7) equal annual installments if paid in a single installment on the Housing Payment Date.

2.4 Conversion to Housing Creation Option After Housing Payment Date. If, after the Housing Payment Date but before having paid all of the installments due under the Housing Payment Option, the Applicant shall desire to elect the Housing Creation Option, the Applicant shall submit a proposal in writing to the Authority. Such proposal, if approved by the Authority, shall satisfy the obligation of the Applicant to make any remaining annual installment payments due under the Housing Payment Option and shall satisfy the provisions of the Housing Contribution requirement.

2.5 Calculation of Housing Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet; the gross floor area devoted to such uses is expected to be 165,740 gross square feet, based upon schematic drawings for the Project. The amount of the Housing Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$5.00 (the "Housing Formula"). Under the Housing Formula, it is anticipated that the amount of the Housing Contribution will be \$328,700.00 where the gross floor area of the Project is 165,740 square feet. The parties acknowledge that the amount of the Housing Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs on the Housing Payment Date from the above-stated estimate, the Housing Contribution shall be the amount required under the Housing Formula.



2.6 Housing Payment Date. The Housing Payment Date shall be the date of issuance of the final building permit for the Project.

2.7 Waiver of Housing Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction (the commencement of excavation, foundation and other subsurface work shall constitute substantial construction, except that excavation, foundation and other subsurface work relating to the parking garage contemplated by the Plan shall not be considered substantial construction for the purposes of this Section 2.7) or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Contribution with respect to the Project or part thereof and any portion of the Housing Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

2.8 Credit Towards Housing Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

### ARTICLE 3 - DEVELOPMENT IMPACT PROJECT CONTRIBUTION-JOBS

3.1 Jobs Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Contribution") in the amount as calculated and set forth in Section 3.5 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Jobs Contribution, in whole or in part, by creating or by contributing to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, as described in Section 3.2 of this Agreement, (hereinafter "Jobs Creation Option"), by payments made in accordance with Section 3.3 of this Agreement, (hereinafter "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option, as described in Section 3.4 of this Agreement.



3.2 Jobs Creation Option. If the Applicant shall elect to contribute to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services. Such proposal, if submitted on or before the Jobs Payment Date, as defined in Section 3.6 of this Agreement, and if approved by said Director, shall satisfy the requirement of the Jobs Contribution as set forth in Section 3.1 of this Agreement.

3.3 Jobs Payment Option. If the Applicant shall not have elected the Jobs Creation Option prior to the Jobs Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust pending acceptance of such payments by the Neighborhood Jobs Trust. The payments shall be made in two (2) equal annual installments, unless the Jobs Payment Option is converted to the Jobs Creation Option as provided in Section 3.4. The first installment of the Jobs Payment Option shall be due and payable on the Jobs Payment Date, and the second installment shall be due and payable on the next following anniversary date of the Jobs Payment Date. In the alternative, the Applicant may elect to make payment under the Jobs Payment Option in a single installment, due and payable on the Jobs Payment Date, in an amount equal to the total amount of the Jobs Contribution which would otherwise be paid in two (2) equal annual installments, discounted to represent the present value of such two (2) equal annual installments if paid in a single installment on the Jobs Payment Date.

3.4 Conversion to Jobs Creation Option After Jobs Payment Date. If, after the Jobs Payment Date but before having paid all of the installments due under the Jobs Payment Option, the Applicant shall desire to elect the Jobs Creation Option, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services. Such proposal, if approved by said Director, shall satisfy the obligation of the Applicant to make any remaining annual installment payments due under the Jobs Payment Option and shall satisfy the provisions of the Jobs Contribution requirement.

3.5 Calculation of Jobs Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet; the gross floor area devoted to such uses is expected to be 165,740 gross square feet, based upon schematic drawings for the Project.



The amount of the Jobs Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$1.00 (the "Jobs Formula"). Under the Jobs Formula, it is anticipated that the amount of the Jobs Contribution will be \$65,740. The parties acknowledge that the amount of the Jobs Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs on the Jobs Payment Date from the above-stated estimate, the Jobs Contribution shall be the amount required under the Jobs Formula.

3.6 Jobs Payment Date. The Jobs Payment Date shall be the date of issuance of the final building permit.

3.7 Waiver of Jobs Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Contribution with respect to the Project or part thereof and any portion of the Jobs Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

3.8 Credit Toward Jobs Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

#### ARTICLE 4 - RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Applicant shall submit a plan, to be known as a Boston Residents Construction Employment Plan to the Director of the Authority, which plan shall set forth in detail the Applicant's plans to ensure that its contractor, and those engaged by said contractor for construction of the Project on a craft by craft basis, shall meet the following Boston Residents Construction Employment Standards: (1) at least 50 percent of the total employee workerhours in each trade shall be by bona fide Boston



residents; (2) at least 25 percent of the total employee worker-hours in each trade shall be by minorities; and (3) at least 10 percent of the total employee workerhours in each trade shall be by women. The Applicant shall include in the plan provisions for monitoring, compliance and sanctions. The Applicant shall submit the plan within three months from the execution of this Agreement or prior to the issuance of a building permit, whichever occurs sooner. Further, the applicant acknowledges that the provisions of this article and of the approved Plan may be enforced by the Boston Employment Commission or similar agency of the City of Boston as shall be designated by the Authority.

4.2 Workerhours Defined. For purposes of this Article, workerhours shall include on-the-job training and apprenticeship positions.

#### ARTICLE 5 - EMPLOYMENT OPPORTUNITY PLAN

5.1 Employment Opportunity Plan. The Applicant shall formulate an Employment Opportunity Plan, which plan shall provide for the applicant's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created by the Project shall be made available to Boston residents. The Applicant shall submit the plan to the Director within three (3) months from the execution of this Agreement.

#### ARTICLE 6 - LIABILITY

6.1 Scope of Applicant's Liability. Subject to the provisions contained in 7.5 of this Agreement, the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement as more fully described in the Plan, whether owned by the Applicant or its successors or assigns, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with the Project.

6.2 No Personal Liability. Subject to the provisions contained in 7.5 of this Agreement, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in the Project.

#### ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of the parties, their



successors, assigns, and legal representatives, including, without limitation, any successor owner of the Project and the Neighborhood Housing Trust and the Neighborhood Jobs Trust, as successor to the Authority notwithstanding any subsequent amendment or change in any policy of the Authority or any amendment or repeal of all or any portion of the Boston Zoning Code or court decision having the effect of an amendment or repeal of all or any portion of the Boston Zoning Code and notwithstanding any change or amendment of the Housing Formula or the Jobs Formula by the Authority.

7.2 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Plan attached hereto as Exhibit A, as voted by the Authority on June 12, 1986. The Applicant hereby agrees to proceed with the Project in accordance with the Plan.

7.3 Knowledge of Laws. The Applicant shall exercise good faith efforts to keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws of which it has knowledge, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such votes, ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees.

7.4 Notice. All notices under this Agreement must be in writing and delivered in hand or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the parties at the following addresses:

Authority: Boston Redevelopment Authority  
Director's Office  
City Hall Square  
Boston, MA 02201

With copies to: Boston Redevelopment Authority  
Chief General Counsel  
City Hall Square  
Boston, MA 02201

Applicant: Arthur DiMartino, Trustee  
745 Atlantic Realty Trust  
c/o Trammell Crow Company  
101 Main Street  
Cambridge, Massachusetts 02142

With copies to: Joseph W. Haley, Esquire  
Goodwin, Procter & Hoar  
Exchange Place  
Boston, MA 02109

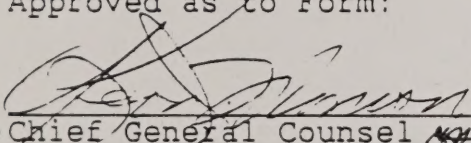


7.5 Record Notice of Agreement. Unless the Applicant shall elect to make payments under both the Housing Payment Option and the Jobs Payment Option in a single installment as provided in Sections 2.3 and 3.3, the Applicant shall, if permitted, record at the Suffolk County Registry of Deeds a statutory notice of this Agreement. Failure of the Applicant to comply with this section of this Agreement shall render the provisions contained in Article 6 of this Agreement null and void. The Authority hereby agrees that upon the satisfaction by Applicant of its obligations under the Housing Contribution or the Jobs Contribution, the Authority shall deliver to Applicant in recordable form, a certification that said Housing Contribution or Jobs Contribution, or both, as the case may be, has been satisfied by Applicant and that Applicant has no further liability for such Housing Contribution or Jobs Contribution.

7.6 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

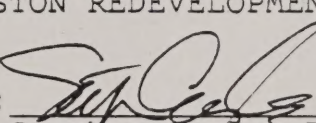
7.7 Transfer of Interest. Rights and interests accorded by this Agreement shall not assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

Approved as to Form:

  
Chief General Counsel

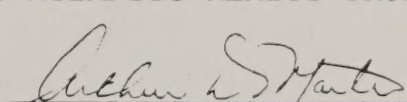
BOSTON REDEVELOPMENT AUTHORITY

By:

  
Stephen Coyle, Director  
Hereunto duly authorized

745 ATLANTIC REALTY TRUST

By:

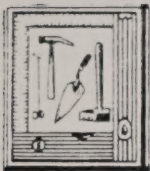
  
Arthur DiMartino, as  
Trustee and not  
individually

VS-2198/r  
6/24/86









# THE BRICKLAYERS & LABORERS NON-PROFIT HOUSING COMPANY, INC.



July 8, 1987

Mr. Larry Dwyer, Chairman  
Neighborhood Housing Trust  
City Hall  
Boston, MA 02201

RE: Bricklayers & Laborers Non-Profit Housing Co., Inc.  
Back of the Hill Townhouses  
Mission Hill, Boston, MA  
165 Townhouse Condominium Units

Dear Mr. Dwyer:

Pursuant to the Rules and Regulations for Operations of the Neighborhood Housing Trust of the City of Boston, this letter is intended to outline why the Bricklayers & Laborers Non-Profit Housing Co., Inc. (BLNHC) feels that the development of Back of the Hill Townhouses is an appropriate use for linkage funds distributed through the Neighborhood Housing Trust.

## I. Description of the Development

The City of Boston has negotiated the sale of a parcel of land currently owned by the Lahey Clinic to the Bricklayers & Laborers Non-Profit Housing Co., Inc. for \$2,000,000. The land located in Mission Hill will be developed by BLNHC into 165 one, two and three bedroom townhouses. 105 of the units will be sold at affordable prices to low, moderate and middle income families meeting MHFA income qualifications. Deed restrictions will limit the price at which units can be resold and therefore ensure the long-term affordability of these homes. In addition, 16 of the units will be sold to the BHA under the "705" program providing low income rental units. Eight (8) of the units will be reserved for handicapped residents. The remaining 44 units will be sold at prices in excess of the current MHFA limits but they are priced at least 15% below market prices in the area.

To make this development possible, it is anticipated that over \$3 million dollars in infrastructure improvements will be needed to construct new streets, sidewalks, street lamps and other improvements.



July 8, 1987

Page 2

## II. Demand for Housing

There is an extremely strong demand for affordable housing in the City of Boston. Experience in marketing two similar developments has shown us that the demand far exceeds our ability to provide affordable homeownership opportunities for low and moderate buyers. In South Boston at the Andrew Square development we had over 500 applicants for 18 units of housing. Recently, when applications were made available for the 48 units being constructed in Charlestown, we had over 700 applications. The Back of the Hill CDC who will be assisting in the marketing of these units currently has a waiting list of over 500 applicants.

## III. Experience of Sponsor

The project will be developed by the Bricklayers and Laborers Non-Profit Housing Co. (BLNHC). The architect is William Rawn of William Rawn Associates, Boston and the general contractor will be Turner Construction.

The Bricklayers and Laborers Non-Profit Housing Co., Inc. is a non-profit housing developer formed by the International Bricklayers and Allied Crafts Union and the International Union of Laborers to build quality housing with union labor at affordable prices. Working in conjunction with the City of Boston, BLNHC has completed a townhouse development in Andrew Square, South Boston and has been designated as the developer of a 48 unit project in the Charlestown Navy Yard.

William Rawn III, A.I.A., of William Rawn Associates, Architects, has designed residential, commercial, and institutional projects in New England and New York. Mr. Rawn's designs include the master plan for Pine Manor College in Brookline, a mixed-use office building in Bay Village, Boston, and BLNHC's Andrew Square townhouses for which he received a 1986 Award from the Boston Society of Architects. Mr. Rawn also received the Boston Society of Architects' 1985 Boston Exports Award for his design of Souweine house in Amherst, MA. and he is a past winner of MIT's Chamberlain design prize.

Turner Construction Company is an international development and construction firm using union labor in local developments. Turner completed over \$2 billion in construction projects in 1986. Local developments include the Marriot Long Warf Hotel, 500 Memorial Drive Dormitory at the Massachusetts Institute of Technology, Heritage on the Garden and the Legatt McCall building on Boylston Street.

The BLNHC project is supported by the Back of the Hill Community Development Corporation, which will assist in the



marketing of these units. Back of the Hill CDC has recently completed a manufactured housing project on Mission Hill.

#### IV. Need for Funds

In addition to the acquisition cost of \$2,000,000 dollars, extensive infrastructure and site work must be conducted on this site to make the building of these units possible. The site consists of over eleven (11) acres of vacant blighted land, much of which consists of very steep grades. The topography of the site adds significantly to the site costs for this development.

Total development costs for this project is currently estimated to equal \$19,973,000. To reach our goal of providing affordable housing to low and moderate income homebuyers, the developers will secure below-market mortgages from MHFA and the State HOP Program for unit purchasers, and the unit prices for the affordable units will range from \$74,000 - \$89,500 for low income buyers and \$82,500 - \$108,500 for moderate income buyers. The total sales revenue for the project will be \$17,094,000. To fill the gap that remains, this development has applied to several sources for additional funds. This development is to receive \$210,000 in State and Federal Open Space funds for three acres of land that will be deeded to the City of Boston Environment Department as urban open space. Additionally, the development has applied to the State of Massachusetts for \$870,000 in CDAG funds to help underwrite some of the infrastructure costs. Assuming that construction cost savings or a CEDG or other grant increase can provide an additional \$900,000, there remains a critical financing gap of \$899,000.

Approval of the 745 Atlantic Realty Trust and The Children's Hospital Housing Creation Proposals will provide BLNHC with \$899,000 in the current year. Provision of this gap financing will leverage over 19,000,000 in other financing.

#### V. Benefits of Development v. Neighborhood Housing Trust Criteria

##### A. Developer Eligibility

The sponsor has extensive experience in the construction industry and very successful experience in the provision of affordable housing. The sponsor is in good standing in the City of Boston and is current on all tax payments and has not been charged with any arson related, discrimination, or housing complaints.

##### B. Development Eligibility Criteria

The development could not be build but for the linkage



funds requested. Linkage funds are needed exclusively to make possible the construction and sale of units at affordable prices. The project includes no non-residential uses, and is financially feasible only with the linkage funds. The housing units will be built in full compliance with the Boston Jobs Ordinance, fair housing and equal opportunity and building code requirements. Site control has been received through a purchase and sale agreement and a \$150,000 deposit with the Lahey Clinic Foundation, the present owner of the site.

C. Competitive Development Benefits

The Back of the Hill Townhouse Development should be a strong candidate for the receipt of linkage funds through the Housing Creation Process. This development meets all Trust review criteria enumerated in the NHT rules and regulations section (2) as follows:

1. The project offers 54 units affordable to low/moderate income households and 67 units affordable to moderate/middle income MHFA eligible households. Eight (8) of these units will be for handicapped residents.
2. 54 of 165 units, or 33% shall be affordable to low/moderate income households. 121 of 165 or 73% shall be affordable to low/moderate and moderate/middle income households.
3. The amount of linkage funds requested per low/moderate unit to be developed is \$16,648 or approximately \$13.50 per gross square foot of affordable housing.
4. The developer has completed affordable housing developments and been designated for additional affordable housing developments, as described above.
5. Construction can commence within 30 days, resulting in completion of these units in an extremely timely manner.
6. Deed restrictions in the condominium master deed require that these units remain affordable in perpetuity.
7. At least 16 units shall be rental units and reserved for low income households meeting Boston Housing Authority low income eligibility criteria.
8. In addition to providing low and moderate income families with homeownership opportunities the project will



also provide 8 units designed for physically handicapped individuals.

9. The development will be built by a union contractor in compliance with the Boston Jobs Ordinance.

10. The Back of the Hill Community Development Corp. will be responsible for the marketing of these units. Back of the Hill CDC is a racially diverse group with several minority officers on their board. In addition, the site engineer who is a member of the development team is a minority business enterprise.

11. Request is for a grant, as it is needed to make the nonprofit deal feasible.

12. Mission Hill has not received any previously distribution of linkage funds.

I hope this letter adequately outlines the benefits of the Back of the Hill Townhouses Development and the need for the Neighborhood Trust Funds.

If you have any questions, please do not hesitate to call.

Sincerely,

Thomas McIntyre  
President



## LOCATION MAP





# HOUSING CREATION SITE LOCATION MAP

## BACK OF THE HILL TOWNHOUSES









## PROJECT DESCRIPTION

**Sponsor:** Springfield & Lakeville Development Corp., Inc.  
 100 Main Street, Suite 200  
 Boston, MA 02108  
 Mr. Thomas J. Murphy, President  
 424-1100

**Architect:** William Henry Associates  
 100 Tremont Street  
 Boston, MA 02108

Mr. William Henry, Architect  
 424-1100

**Engineer:** Daniel J. Lyons, Engineer & Architect  
 100 Liberty Street  
 Boston, MA 02108

Mr. Daniel Lyons, Engineer  
 424-1100

**Contractor:** Tetter Construction Company  
 100 Western Street  
 Boston, MA 02108

Mr. W.F. Dwyer, Project Mgr.  
 424-1100

**Developer:** Bank of the Hill Commercial Development Corp.  
 100 N. Huntington Ave.  
 Boston, MA 02108

Mr. Catherine Gallagher, Exec. Dir.

**Plumbing:** H&H Engineering, Inc.  
 100 Main Street, Suite 200  
 Boston, MA 02108

Mr. Jack Galligan  
 424-1100



BACK OF THE HILL ROWHOUSES

AT THE

LAHEY SITE

Developer: Bricklayers & Laborer's Non-Profit Housing Co., Inc.  
2 Park Plaza, Suite 312  
Boston, MA 02116

Mr. Thomas McIntyre, President  
426-4508

Architect: William Rawn Associates  
101 Tremont Street  
Boston, MA 02108

Mr. William Rawn, Architect  
423-3470

Attorney: Deutch Williams Brooks & DeRensis  
One Liberty Square  
Boston, MA 02109

Ms. Valerie Swett, Attorney  
482-7370

Contractor: Turner Construction Company  
38 Newbury Street  
Boston, MA 02116

Mr. W.F. Heyde, Project Mgr.  
421-5700

Marketing: Back of the Hill Community Development Corp.  
100 S. Huntington Ave.  
Mission Hill, MA 02130

Ms. Catherine Gallagher, President

Financing: MBTA Retirement Fund  
1 Boston Place, Room 937  
Boston, MA 02108

Mr. Jack Gallahue  
722-5266



## PROJECT DESCRIPTION

### Project Site

The project site includes approximately 471,000 square feet of land in the Mission Hill section of Boston, commonly referred to as the "Back of the Hill." (See enclosed site boundary map.) The site is bounded by Fisher Avenue, Hayden Street, Heath Street, and the back property line of housing along South Huntington Avenue.

The site lies in three different zoning districts: R-8, H-1, and L-1. (See attached zoning map.) These zones allow buildings in which the ratio of gross floor area to land area is .8 or 1.0. The City of Boston Zoning Code allows one or two family units to be built as-of-right on this site. Current zoning also requires that 0.9 parking spaces per unit be accommodated on site.

A three acre portion of the site behind the South Huntington Street properties up the hillside to Fisher Avenue will remain open space. This land will be deeded to the City of Boston Environment Department to be preserved as urban open space.

### Project Design

As depicted in the enclosed site plan, 165 one, two and three bedroom townhouse units will be built as grouped rowhouses along existing and new streets. All of the units will have a private back yard and most will have a parking space. The units will have poured concrete foundations, the structure will be masonry block and plank with brick facades. The fronts of the units will have three variations of bay window treatments and covered front porches. (See attached rendering.)

Two bedroom units will have a minimum of 1,100 square feet of floor space on two stories, plus an unfinished basement. Three bedroom units will have a minimum of 1,300 square feet with unfinished basement or storage space. The units which were constructed at the Andrew Square Development will serve as a prototype for this project. These units feature a foyer and living room on the level entered by the front door, and, five steps down, a high-ceiling kitchen and dining area with extra windows in the high wall. Upstairs from the main floor are two bedrooms and a bath. Units will follow the contour of the slope and to maximize the views from the hill, some units will be three stories high with the family areas on the third floor.

To make this project possible, significant infrastructure improvements and site work will be necessary. A new City street will be constructed (Ellingwood Street) and two loops will be extended off Heath Street. Additional site improvements will consist of sidewalks, streetlamps, landscaping and other improvements.



# HOUSING CREATION SITE LOCATION MAP

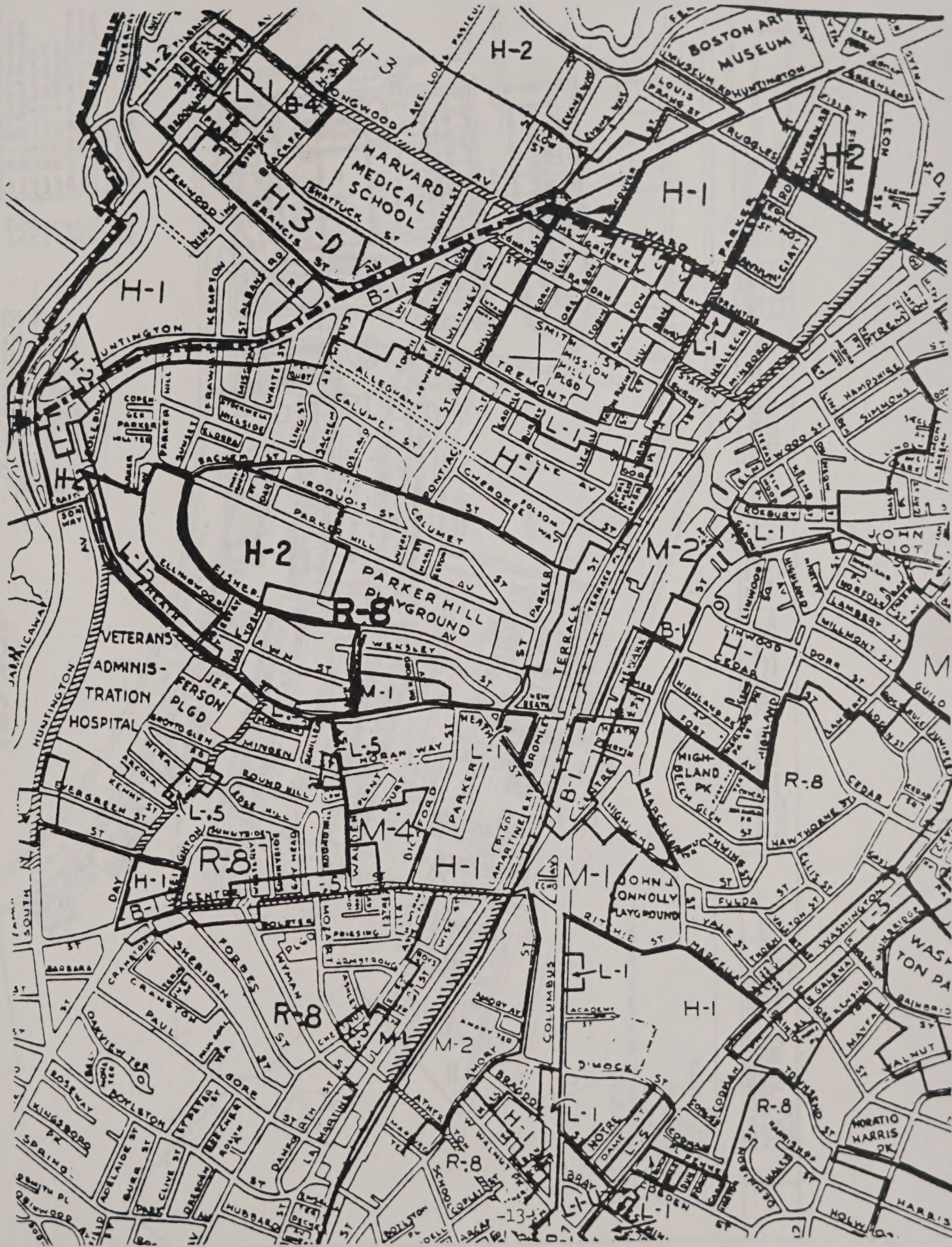
## BACK OF THE HILL TOWNHOUSES









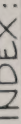
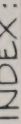




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EXDZ

UNIT TYPE COUNT

**DOORERS  
COMPANY  
HOUSES**  
Boston, MA

School of Engineering  
 Laboratory Assistant BSC  
 1013 Massachusetts Avenue  
 Cambridge, Massachusetts 02139

DATE RECEIVED BY

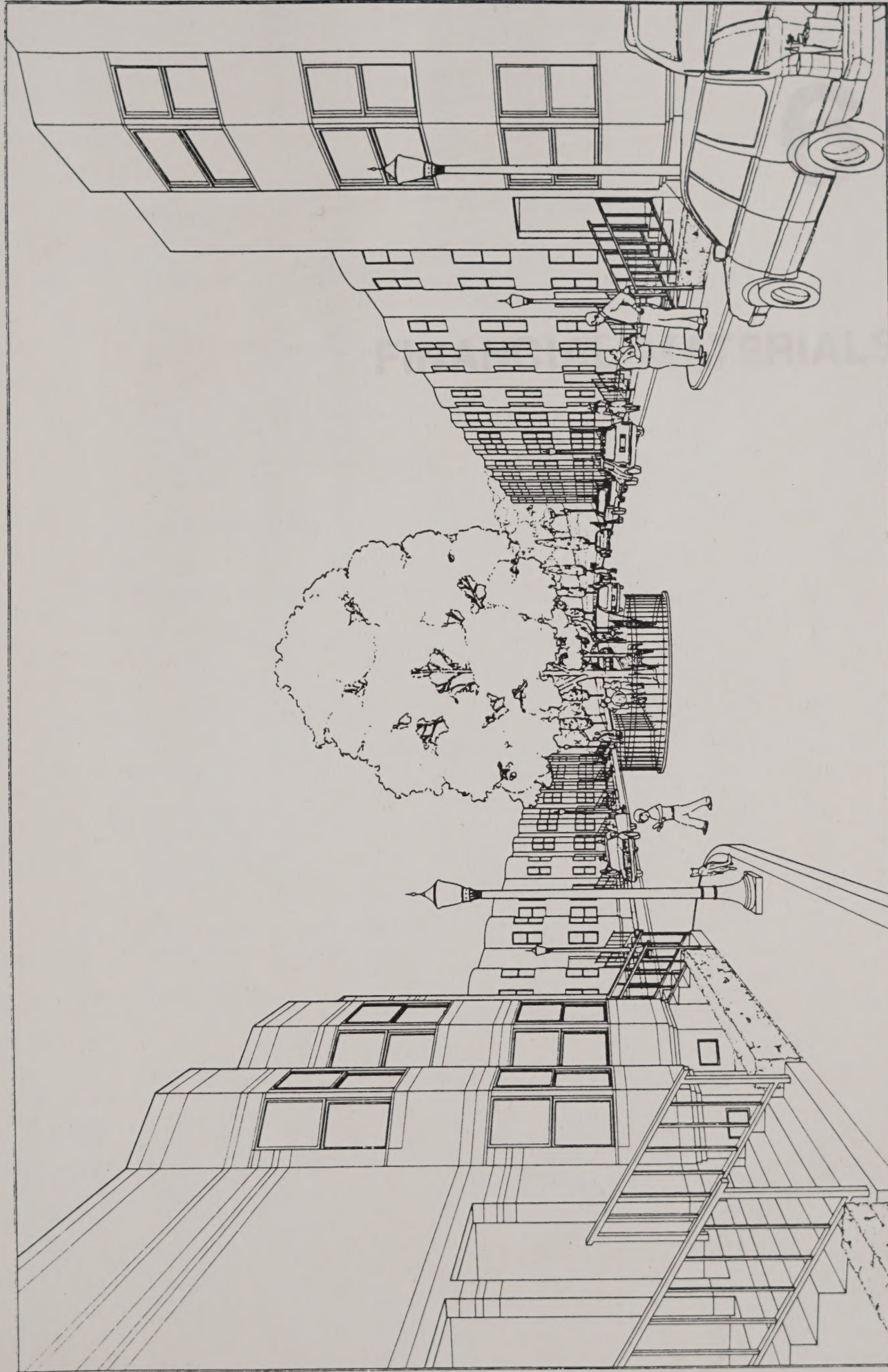
LABORERS  
NO COMPANY INC  
(2)

### configuration

403-08

AI





BACK OF THE HILL  
Rowhouses

BRICKLAYERS AND LABORERS  
NON-PROFIT HOUSING COMPANY INC.

WILLIAM RAWN ASSOCIATES, Architects  
101 Tremont Street  
Boston, MA 617-423-3470



# FINANCIAL MATERIALS

100,000

Low Acquisition Costs

\$ 7,000,000

400,000

\$14,000,000

Soft Costs

Architect/Engineer Fees

10%

\$1,400,000

Legal & Related Costs

5%

\$700,000

Marketing

1%

\$140,000

Total Soft Costs

\$1,740,000

Total Development Costs

\$15,740,000

Selling Expenses

\$17,000,000

Operating Expenses

\$10,000,000

Interest Expense

\$10,000,000

Other

\$10,000,000

Construction Cost Reserve

\$10,000,000

Other Reserve

\$10,000,000

Total Reserve

\$10,000,000



BACK OF THE HILL TOWNHOUSES  
ESTIMATED DEVELOPMENT PRO FORMA

|                                          |                 |
|------------------------------------------|-----------------|
| 165 Units                                | 196,027 sq. ft. |
| Land Acquisition Costs                   | \$ 2,000,000    |
| Hard Costs<br>(\$79/sq. ft. const. cost) | \$16,200,000    |
| Soft Costs                               |                 |
| Architect/ Engineering                   | \$ 670,000      |
| Permits                                  | 140,000         |
| Insurance                                | 39,000          |
| Legal & Related Costs                    | 157,000         |
| Bank Fees & Interest                     | 699,000         |
| Property Tax during Const.               | 18,000          |
| Marketing                                | <u>50,000</u>   |
| Total Soft Costs                         | \$ 1,773,000    |
| Total Development Costs                  | \$19,973,000    |

INCOME PRO FORMA-SUMMARY

|                                                              |                |
|--------------------------------------------------------------|----------------|
| Sales Revenues                                               | \$17,094,000   |
| Open Space Funds                                             | 210,000        |
| Linkage Funds                                                | 899,000        |
| CDAG                                                         | <u>870,000</u> |
| Construction Cost Savings or<br>CDAG or other Grant Increase | \$ 900,000     |
| Total Income                                                 | \$19,973,000   |

July 8, 1987



## BACK OF THE HILL TOWNHOUSES

### Estimated Sales Pro Forma

#### "705" Program Low-Income Rental Units

|    |            |              |                     |
|----|------------|--------------|---------------------|
| 10 | 2 BR units | @ \$ 112,500 | 1,125,000           |
| 6  | 3 BR units | @ 137,500    | 825,000             |
|    |            |              | <u>\$ 1,950,000</u> |

#### One Bedroom Homeownership Units

|    |                  |          |                     |
|----|------------------|----------|---------------------|
| 7  | Low/Mod Units    | @ 74,000 | 518,000             |
| 7  | Mod/Middle Units | @ 83,000 | 581,000             |
| 15 | Market Units     | @ 94,000 | 1,410,000           |
|    |                  |          | <u>\$ 2,509,000</u> |

#### Two Bedroom Homeownership Units

|    |                  |           |                     |
|----|------------------|-----------|---------------------|
| 24 | Low/Mod Units    | @ 85,500  | 2,052,000           |
| 36 | Mod/Middle Units | @ 96,500  | 3,474,000           |
| 28 | Market Units     | @ 117,500 | 3,290,000           |
|    |                  |           | <u>\$ 8,816,000</u> |

#### Three Bedroom Homeownership Units

|    |                  |           |                     |
|----|------------------|-----------|---------------------|
| 7  | Low/Mod Units    | @ 89,500  | 626,500             |
| 9  | Mod/Middle Units | @ 108,500 | 976,500             |
| 16 | Market Units     | @ 138,500 | 2,216,000           |
|    |                  |           | <u>\$ 3,819,000</u> |

TOTAL ESTIMATED SALES REVENUES \$ 17,094,000

### Affordability Analysis

|                     | <u># of Units</u> | <u>% of Units</u> | <u>Cumulative %</u> |
|---------------------|-------------------|-------------------|---------------------|
| Low-Income Rentals  | 16                | 10 %              | 10 %                |
| Low/Mod Sales Units | 38                | 23 %              | 33 %                |
| Mod/Middle Sales    | 67                | 41 %              | 74 %                |
| Market Units        | 44                | 27 %              | 100 %               |



TURNER CONSTRUCTION COMPANY  
855 Boylston Street  
Boston, Massachusetts 02115  
(617) 247-6400

File Name: SUMREV4

Trade Estimate for: BRICKLAYERS AND LABORERS  
NON-PROFIT HOUSING COMPANY INC.  
BACK OF THE HILL Rowhouses

Issued date: 02/02/87 Revised date: 07/7/87

| SPEC                                | July 7, 1987 |
|-------------------------------------|--------------|
| SECTION                             | TOTAL        |
| 2100 Earthwork - platform           | 2118000      |
| 2100 Dump Rip/Rap                   | 15000        |
| 2150 Site Utilities                 | Incl.        |
| 2200 Excavation and Backfilling     | Incl.        |
| 2200 General Fill                   | Incl.        |
| 2400 Site Improvements              | 32000        |
| 2600 Paving                         | Incl.        |
| 2800 Landscaping                    | 87000        |
| 3300 Concrete                       | 1814000      |
| 3305 Concrete SOG                   | w/conc       |
| 3320 Concrete Sitework              | w/conc       |
| 3410 Precast Concrete Plank         | 854000       |
| 4200 Masonry                        | 4300000      |
| 5500 Misc. Metals                   | 390000       |
| 6100 Wood Stairs                    | 224000       |
| 6200 Finish Carpentry and Millwork  | 251000       |
| 6300 Rough Carpentry                | 1018000      |
| 7100 Waterproofing and Dampproofing | 94000        |
| 7500 Roofing and Flashing           | 234000       |
| 7920 Sealant and Caulking           | 88000        |
| 8210 Prehung wood doors             | 186000       |
| 8610 Windows                        | 352000       |
| 8710 Finish Hardware                | w/doors      |
| 9200 Exterior Wall                  | w/masonry    |
| 9250 Drywall                        | w/masonry    |
| 9650 Resilient Flooring             | w/carpet     |
| 9680 Carpet                         | 280000       |
| 9900 Finish Painting                | 482000       |
| 10000 Misc. Specialties             | 162000       |
| 10800 Toilet and Bath Accessories   | 17000        |
| 15400 Plumbing                      | 738000       |
| 16400 Electrical                    | 1101000      |
| General Conditions                  | 921000       |
| Contingency                         | 300000       |
| Fee                                 | 500000       |
| Total                               | 16558000     |



STANDARD FORM  
PURCHASE AND SALE AGREEMENT

7

SITE CONTROL



STANDARD FORM  
PURCHASE AND SALE AGREEMENT

From the Office of:

This 6th day of April 19 87

1. PARTIES  
(fill in)

Lahey Clinic Foundation, Inc., a Massachusetts corporation with offices at 41 Mall Road, Burlington, Massachusetts 01805

hereinafter called the SELLER, agrees to SELL and Bricklayers and Laborers Non-Profit Housing Company, Inc., a Massachusetts non-profit corporation with offices at 2 Park Plaza, Suite 312, Boston, Massachusetts

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth following described premises:

2. DESCRIPTION  
(fill in and include title reference)

See Paragraph 31.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES  
(fill in or delete)

~~Included in the sale as a part of said premises are the buildings, structures, and improvements now on the premises and the fixtures belonging to the SELLER and used in connection therewith including, if any, all walls, blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, fur, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, outside tele antennas, fences, gates, trees, shrubs, plants, and, if built in, air conditioning equipment, ventilators, gas disposers, dishwashers, washing machines and driers; and~~  
~~but excluding~~

4. TITLE DEED  
(fill in)

\*Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER'S breach of SELLER'S covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient Quitclaim deed runn the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least (7) days before the deed is to be delivered as herein provided, and said deed convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement;
- \* (e) All liens and encumbrances (except those relating to mortgage or tax takings) set forth or referred to in Certificates of Title Numbers 93421 and 79577.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE  
(fill in); space is allowed to write out the amounts if desired (provide for payment by certified or Bank's Check acceptable to the SELLER, if required)

The agreed purchase price for said premises is TWO MILLION DOLLARS (\$2,000,000.00) -  
\$ 150,000.00 are to be paid in accordance with Paragraph 3 hereof  
\$ 1,850,000.00 are to be paid at the time of delivery of the deed in cash, or by cashier's, treasurer's or bank check.  
\$  
\$ 2,000,000.00 TOTAL





8. ~~TIME FOR PERFORMANCE:~~ Such deed is to be delivered at \_\_\_\_\_ o'clock \_\_\_\_\_ M. on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at the \_\_\_\_\_ Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence as provided in Paragraph 34.

9. **POSSESSION and CONDITION of PREMISES**  
(attach a list of exceptions, if any)  
Full possession of said premises free of all tenants and occupants, except ~~as herein provided~~, delivered at the time of the delivery of the deed, ~~said premises to be then (a) in the same condition now or, reasonable use and wear thereof excepted and (b) not in violation of said building or laws and (c) in compliance with the provisions of any instrument referred to in clause 4 hereof~~ BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in determine whether the condition thereof complies with the terms of this clause.

10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM**  
(Change period of time if desired).  
If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if ~~at the time of the delivery of the deed the premises do not conform to the provisions hereof~~, then any payments made under this agreement shall be refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties unless the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession provided herein, or to make the said premises conform to the provisions hereof, as the case may be, which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. In connection with the removal of any

11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.**  
If at the expiration of the extended time the SELLER shall have failed to remove any defect, deliver possession, ~~or make the premises conform~~, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the option of the BUYER, any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. **BUYER'S ELECTION TO ACCEPT TITLE**  
The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay the purchase price without deduction, in which case the SELLER shall convey such title, ~~except in the event of such conveyance in accord with the provisions of this clause, if the said premises shall be damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has restored the premises to their former condition, either~~  
(a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable from the account of such insurance, less any amounts reasonably expended by the SELLER for any restoration, or  
(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or to give to the BUYER a credit against the purchase price, on delivery of the deed, equal to the amount of such insurance so recovered or recoverable and retained by the holder of the said mortgage ~~amounts reasonably expended by the SELLER for any partial restoration.~~

13. **ACCEPTANCE OF DEED**  
The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to constitute acceptance and discharge of every agreement and obligation herein contained or expressed, except as otherwise provided, by the terms hereof, to be performed after the delivery of said deed.

14. **USE OF PURCHASE MONEY TO CLEAR TITLE**  
To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances, interests, provided that all instruments so procured are recorded simultaneously with the delivery of the deed.

15. **INSURANCE**  
\*Insert amount (list additional types of insurance and amounts as agreed)

| Type of Insurance     | Amount of Coverage |
|-----------------------|--------------------|
| (a) Fire              | \$ _____           |
| (b) Extended coverage |                    |
| (c)                   |                    |

16. **ASSIGNMENT OF INSURANCE**  
(delete entire clause if insurance is not to be assigned)  
Unless otherwise notified in writing by the BUYER at least seven days before the time for delivery of the deed, and unless prevented from doing so by the refusal of the insurance company(s) involved to issue the same, the SELLER shall assign such insurance and deliver binders in proper form to the BUYER at the time for performance of this agreement. In the event of refusal of the insurance company(s) to issue the same, the SELLER shall give notice thereof to the BUYER at least seven business days before the time for performance of this agreement.



17. **ADJUSTMENTS**  
(list operating expenses, if any, or attach schedule)  
Collected rents, mortgage interest, prepaid premiums on insurance if assigned to herein provided, sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth and taxes for the then current year, shall be apportioned and fuel value shall be adjusted, as of the performance of this agreement and the net amount thereof shall be deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by the BUYER.
18. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES**  
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new assessment and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be abated or by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or maintain proceedings for an abatement unless herein otherwise agreed.
19. **BROKER'S FEE**  
(fill in fee with dollar amount or percentage; also name of Broker(s))  
A broker's fee for professional services of \_\_\_\_\_ is due from the SELLER to \_\_\_\_\_  
the Broker(s) herein, but if the SELLER pursuant to the terms of clause 22 hereof retains the Broker(s) made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the broker's fee for professional services according to this contract, whichever is the lesser.
20. **BROKER(S) WARRANTY**  
(fill in name)  
The Broker(s) named herein \_\_\_\_\_ warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts.  
Deutsch, Williams, Brooks, DeRen  
in escrow / Holland & Drachman, P.C.
21. **DEPOSIT**  
(fill in, or delete reference to broker(s) if SELLER holds deposit)  
All deposits made hereunder shall be held by the broker(s) subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement, provided however that in the event of any disagreement the broker(s) may retain pending instructions mutually given by the SELLER and the BUYER. Said deposit shall be placed in an interest-bearing account, with the interest to be divided equally between the SELLER and the BUYER at closing. \*\*
22. **BUYER'S DEFAULT; DAMAGES**  
If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, unless within thirty days after the performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing, which shall be Seller's sole remedy at law or in equity.
23. **SALE OF PERSONAL PROPERTY**  
(fill in and attach list or delete entire clause)  
The BUYER agrees to buy from the SELLER the articles of personal property enumerated on the list for the price of \$ \_\_\_\_\_ and the SELLER agrees to deliver to the BUYER the delivery of the deed hereunder, a warranty bill of sale therefor on payment of said price. The provisions of this clause shall constitute an agreement separate and apart from the provisions herein contained with respect to the real estate, and any breach of the terms and conditions of this clause shall have no effect on the provisions of this agreement with respect to the real estate.
24. **RELEASE BY HUSBAND OR WIFE**  
The SELLER'S spouse hereby agrees to join in said deed and to release and convey all statutory rights and interests in said premises.
25. **BROKER AS PARTY**  
The broker(s) named herein, join(s) in this agreement and become(s) a party hereto, in so far as the provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.
26. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.**  
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing shall be personally liable for any obligation, express or implied, hereunder.
27. **WARRANTIES AND REPRESENTATIONS**  
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made  
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction by he relied upon any warranties or representations not set forth or incorporated in this agreement previously made in writing, except for the following additional warranties and representations, if any, either the SELLER or the Broker(s): None.
- \*\* In the event the transaction contemplated by this agreement is not consummated, the interest shall be paid to the party entitled to the deposit pursuant to this agreement.



28. CONSTRUCTION  
OF AGREEMENT  
*"delete 'triplicate'  
and substitute  
'quadruplicate'  
if required."*

This instrument, executed in triplicate" \_\_\_\_\_ is to be construed as a Massachusetts con-  
to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding up-  
ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, adminis-  
successors and assigns, and may be cancelled, modified or amended only by a written instrument ex-  
by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their  
tions hereunder shall be joint and several. The captions and marginal notes are used only as a ma-  
convenience and are not to be considered a part of this agreement or to be used in determining the in-  
the parties to it.

29. LEAD PAINT  
LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years  
resides in any residential premises in which any paint, plaster or other accessible material contains  
ous levels of lead, the owner of said premises must remove or cover said paint, plaster or other mat-  
as to make it inaccessible to children under six years of age.

30. ADDITIONAL  
PROVISIONS

RIDER A \_\_\_\_\_ is  
~~The attached rider, if any,~~ attached hereto, ~~and~~ incorporated herein by reference.

BUYER:

SELLER:

BRICKLAYERS AND LABORERS  
NON-PROFIT HOUSING COMPANY, INC.

LAHEY CLINIC FOUNDATION, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

~~SELLER~~ (or spouse)

Thomas J. McIntyre,  
President

~~SELLER~~

By: \_\_\_\_\_

~~BUYER~~

~~BUYER~~

\_\_\_\_\_  
Broker(s)

EXTENSION

The time for the performance of the foregoing agreement is extended until \_\_\_\_\_ o'clock \_\_\_\_\_ Date \_\_\_\_\_  
the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ time still being of the essence of this agreement as extend-  
all other respects, this agreement is hereby ratified and confirmed.

This extension, executed in triplicate, \_\_\_\_\_ is intended to take effect as a sealed instrument.

\_\_\_\_\_  
SELLER (or spouse)

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Broker(s)



•  
RIDER A

31. The premises consist of all Grantor's land in the Roxbury section of Boston, Massachusetts, shown as Lots 1, 2 and 3 on Land Court Plan No. 37393A and as Lots 1 and 2 on Land Court Plan No. 34637A. For SELLER's title, see Certificates of Title Number 93421 and 79577.
32. On or before April 15, 1987, BUYER shall pay a deposit to SELLER in the amount of \$150,000. If, by April 15, 1987, BUYER has not provided the deposit as set forth herein, all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to either party.
33. Upon execution of this Agreement, BUYER shall commence preparations for development of the premises as affordable housing and open space, shall diligently pursue all aspects of such development and shall, by notice given to SELLER at least ten (10) days prior, establish the earliest possible date for delivery of the deed hereunder. As used herein, "affordable housing" shall mean housing which can be sold to purchasers complying with Massachusetts Housing Finance Authority standards for its mortgages to moderate or low income families. Notwithstanding anything to the contrary herein stated, BUYER may subsidize the development of affordable housing by selling up to 25% of the housing units created at prices exceeding affordable housing rates. If by July 31, 1987 BUYER has not so established a date for delivery of the deed hereunder, the deed is to be delivered at 10 o'clock a.m. on September 1, 1987 at the Suffolk County Registry of Deeds; provided, however, that under no circumstances shall such date be extended for any reason, except as provided in Paragraph 10 hereof. It is agreed that time is of the essence of this agreement.
34. SELLER represents that (i) the only tenant or occupant of the premises is the Abram Neloms family (the "Tenants"); (ii) no written lease between Lahey and the Tenants has been executed; and (iii) the Tenants currently pay rent in the amount of \$125.00 per month and, to the best of SELLER's knowledge, no security deposit was paid to SELLER by the Tenants. The premises shall be conveyed subject to the rights of the Tenants, if any.



35. SELLER hereby warrants that to the best of SELLER's knowledge as of the date hereof (i) there has been no "release of oil or hazardous materials" on the premises as that term is used in Massachusetts General Laws, Chapter 21E and (ii) there is no pending enforcement proceeding with respect to any such release of oil or hazardous materials on the premises. The provisions of this paragraph shall survive delivery of the deed.
36. SELLER agrees that BUYER shall have full access, at BUYER's sole cost, risk and liability, to the premises for purposes of inspection, measuring and soil and other tests, provided that BUYER shall, if this transaction is not completed for any reason, promptly restore the Premises to their condition prior to the entry by Buyer or its agents or contractors for such purposes. BUYER agrees to indemnify and hold the SELLER harmless from any claims; cost or liability arising out of such entry by BUYER, its agents or contractors. In the event that the transaction contemplated by this agreement is not consummated, BUYER shall turn over to SELLER all engineering and other studies, reports and results of tests relating to the premises. The provisions of this paragraph shall survive delivery of the deed.
37. The deed required by Paragraph 4 hereof shall contain a restriction to substantially the following effect:

At all times through December 31, 2036, the premises shall be used for housing which is subject to rental and resale price restrictions similar to those stated in the Andrew Square Townhouse Condominium Master Deed recorded in Suffolk Registry of Deeds Book/0668, Page 277, except that up to 25% of the housing units constructed by grantee on the premises may be sold and resold at fair market prices. Specifically excepted from this restriction is the existing house located at the northwesterly corner of the intersection of Fisher Avenue and Lawn Street together with a parcel of land which may be subdivided by grantee as a reasonable single family house lot for said residence in its present location.

38. The BUYER represents and warrants that it learned of the premises from and conducted all dealings in connection with this Agreement with the SELLER through



representatives of the City of Boston and that it has not had any dealings in respect of the premises with any licensed real estate brokers, persons or firms claiming or intending to claim a brokerage commission on the within transaction. In the event that the foregoing representation be false, the BUYER agrees to hold the SELLER harmless and indemnified from and against any and all claims for finders fees or brokers commission arising out of any such dealings, including, without implied limitation, reasonable attorneys fees and expenses for defending against any such claim and for enforcing this indemnification. The provisions of this paragraph shall survive the closing.

39. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid, registered or certified mail, return receipt requested, to the parties at the addressed first above mentioned, or such addresses as the parties may provide by like notice, in the case of the SELLER with a copy to Claire McGuire, Esquire, Ropes & Gray, 225 Franklin Street, Boston, Massachusetts 02110 and in the case of the BUYER with a copy to Valerie Swett, Esquire, Deutsch, Williams, Brooks, DeRensis, Holland & Drachman, P.C., One Liberty Square, Boston, Massachusetts 02109; such notices shall be deemed given when so delivered or mailed, except that if the same are mailed and any period(s) are to run from notice, such period(s) shall be deemed to run when the applicable notice is received or, if earlier, the date postal records indicate delivery was first attempted.



# Bargain houses - no speculators need apply

By David S. Mustard

SOUTH SHORE stores are not alone in offering bargain houses, now offering even in such places as the city of Boston, where a number of stores are beginning to offer bargain houses.

Although the stores are not alone in offering bargain houses, the stores are not alone in offering bargain houses.

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A South Shore store, in fact, is offering bargain houses to the residents of the city of Boston, where a number of stores are beginning to offer bargain houses.

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## NEWS ARTICLES



# FOCUS

## Bargain houses — no speculators need apply

**DAVID B. WILSON**

*SOUTH BOSTON. New, architect-dsgn, brick-frnt, 2br town houses, pkng, off Xway 6 mins to Park Street, walk to beach. \$68,900. Bricklayers & Laborers Non-Profit Housing Co. Inc.*

No such ad will appear in the Globe because, by spring, when the BLNPHC is ready to sell these 18, sunny, special places, the word will be around and they will all be taken.

And if you don't live in the neighborhood — that's the key word — of Andrew Square, forget it. Tom McIntyre didn't lay up all that brick for yuppie speculators. He did it for what he calls "the two-dollar bettors."

You do not mess with Tom McIntyre. He is international vice president of Local No. 3 of the Bricklayers Union. You do not get to be that and stay that by avoiding or losing fights. He is Mission Hill Irish, silver-haired, black-browed, tough, decisive, the kind of man other men will follow. He also is an idealist with a creative imagination, language to which he would no doubt object.

Like the wheel, great ideas are simple. McIntyre's was, is, this: Boston is desperately short of housing. Housing costs too much because land costs too much. People can't afford to live where they grew up, formed families. The city owns a lot of land, abandoned schools, burn-outs, tax-title takings, vacant lots strewn with rubble and broken glass, going to waste.

The way to produce housing that neighborhood people can afford is to build it on city land conveyed for \$1 to a nonprofit developer.

A bank that enjoyed the union's pension business ought to be interested in financing. Union craftsmen, paid scale, working for a union-backed outfit, could do the work. And the buyers would get a double discount — the land cost and the developer's profit.

This is pretty radical stuff, you know. No federal funds. No limited partnerships. No sales commissions. No syndicated tax shelters. No complex gimmickry, publicly campaign, extended planning procedures, environmentalist tedium, hearings, seminars, workshops, committees, reviews. Just do it. But you need an architect.

Bill Rawn is an architect. Matter of fact, he is The Architect in Tracy Kidder's best seller, "House." Through Ed Lashman, a mutual friend, McIntyre found Rawn. One night last January they had dinner at Amrhein's on West Broadway and discovered that they liked each other's style and ideas.

It helped — a lot — that McIntyre had been with Ray Flynn early in the 1983 election. It helped that Arthur Cola and Pat Walsh of the Laborers Union were willing to get aboard. It helped that Billy Bulger had gone to the Andover School. It helped that Dave Mirabassi was willing to take charge as general contractor and that attorney Valerie Swett was fascinated by the legal issues.

Bill Rawn delivered plans a month after the Amrhein's dinner. A month later, McIntyre had cost estimates from Mirabassi. In May, the city issued requests for proposals for the old Andrew School site. In June, to the surprise of almost no one, the BLNPHC was chosen. It took title in August and broke ground Sept. 9. In May, people will be living in the houses.

Boston is not supposed to work that way. In Boston, people love to fight, brood upon ancient wrongs, to chew over issues, to debate important principles, to punish and reward old foes and friends, to convene and consult and pick nits. Instead, Tom McIntyre, the Mission Hill kid, and Bill Rawn, the post-modernist Yale, Harvard Law graduate and oncoming national celebrity, and their friends, went out and built 18 houses.

You can see them today, framed in and rough-plumbed, their bay windows shining out on Dorchester street, with the fine, clean smell of new lumber blending with the sour scent of mortar. It is the fragrance of progress and growth. Thousands of empty lots in this city could use a little of it.

Valerie Swett has written deed restrictions designed to prevent speculation, and she thinks they will work. The houses, of course, are worth on the open market two to three times their expected price.

Tom McIntyre may have discovered a no-lose game. The union gets work and jobs for apprentices and badly needed public relations. The neighborhood gets some protection against gentrification. A development model has been established. Ray Flynn looks great. The city gets taxes and neighborhood stability. Bill Rawn gets an exciting commission. Valerie Swett breaks new ground in her profession. And people get places to live. Each new unit, just about, creates a corresponding vacancy.

If it all does not work out exactly as planned, well, somebody tried. Right away. Now. Tom McIntyre's way.

David B. Wilson is a Globe columnist.



# FLYNN GOAL:

## HOUSING FOR NEIGHBORHOODS ON-SITE/OFF-SITE

Linkage payments—targeted specifically for South Boston as a result of Mayor Flynn's revised linkage policy—can help produce this kind of affordable housing sponsored by the Bricklayers and Laborers Union and written about in the Boston Globe, January 11, 1986



The Bricklayers and Laborers Non-Profit Housing Co. Inc. is completing 18 rowhouses single-family development on Dorchester Street in South Boston.

GLOBE STAFF PHOTOS BY JOHN TURKACCI

### Bricklayers' project

The neighborhood association was equally important to Thomas McIntyre, president of the Bricklayers and Laborers Non-Profit Housing Co. Inc. McIntyre's union became developers in an unusual first-time enterprise and is completing 18 brick rowhouses at 386 Dorchester St. in South Boston.

The developers, aiming at a March 1 occupancy, worked with the Andrews Square Civic Association and with the city to draw up guidelines to achieve their aim of affordable housing.

"For us to build 18 units in six months is a credit to the Department of Public Facilities," says McIntyre, who says the department speeded up bureaucratic procedures. "The union's good faith was in putting \$120,000 into the project, and the city's good faith was in giving us the land." One- and two-bedroom units will be sold for \$69,900 each through a lottery at St. Monica's Church to be held in late February. There are 492 applicants for the 18 units so far.

McIntyre says the idea of his union becoming a developer to build affordable housing for neighborhoods "is a smashing success. It's a new idea, and people are gun-shy. It's a credit to the mayor that he wasn't."

Preference will be given to long-term residents of the neighborhood, and applicants must have an income of no more than \$34,000 for a one-person family and no more than \$43,000 for four. The units must be owner-occupied, and the increase in the resale price is limited to the increase in the Consumer Price Index. Owners will form a condominium association after they are chosen.

The rowhouses were designed by architect William Rawn, a central figure in the book, "House" by Tracy Kidder. The two-bedroom units have 1,100 square feet the two-level living areas, including a parlor and kitchen-dining area and a back door that gives on the common courtyard. The units include bedrooms on a third level, a finished basement, a small yard and a parking space in the back. There are two one-bedroom units.



Thomas McIntyre, president of the Bricklayers and Laborers Non-Profit Housing Co. Inc.



'A heck of a lot of people who work in this city care about this city. I came to Boston because I believe in that.'

- William Rawn, Boston architect

## The 'Mutt and Jeff' of Boston housing

By Sarah V. Snyder  
Globe Staff

One is a paunchy, weathered bricklayer from Mission Hill who likes to build houses his friends' children can afford.

The other is a 6-foot 7-inch architect from Harvard and Yale who likes to design middle-income housing "from an intellectual or social point of view."

Bricklayers union leader Thomas J. McIntyre and Boston architect William Rawn have been called the "Mutt and Jeff" of housing by one City Hall official.

Last year, they teamed up to build a block of rowhouses in Andrew Square in South Boston that sold at cost. This month, McIntyre's Bricklayers and Laborers New-Frontier Housing Co. Inc. was given a contract to build 39 more such houses at the Charlestown Navy Yard. Rawn again will be the architect. They hope to do more projects together in other neighborhoods and perhaps the suburbs.

The sight of the two at community meetings discussing what their projects will look like has brought them ribbing about their

contrast in styles. But both say the differences are superficial; their philosophies are the same.

McIntyre, vice president for the last 20 years of the International Union of Bricklayers and Allied Craftsmen, grew up on Mission Hill in Roxbury. (He likes to insist that he "only summered there.") The bricklayers in his family were "all on my mother's side." He joined the union at 20, laid bricks for 10 years, then went into administration.

Four years ago McIntyre, now 54, got the idea of depositing millions of dollars in union pension funds with a bank in exchange for a construction loan at reduced interest. Such a loan, along with getting land free from the city, would allow his union to build lower-cost housing. McIntyre wanted to use "affordable" housing in large part to improve his union's image.

"What's at stake is the validity of unions. We seemed to have allowed ourselves to be presented as being a self-interested, restrictive, nonproductive group, and that's not who we are. This is who we are."

HOUSING, Page 19



Architect William Rawn, left, chats with union leader Thomas McIntyre on the site of a proposed housing project at the Charlestown Navy Yard.

Globe staff photo/Susan Kreter



# 'Mutt and Jeff' of Boston housing

## ■ HOUSING

Continued from Page 17

are," McIntyre said in an interview last week in the Andrew Square rowhouse kitchen he uses as an office.

Rawn, 42, is a main character as the architect in Tracy Kidder's bestselling book, "House." He ditched law practice two years out of Harvard Law School and eventually became an architect. Given the city's need for lower-priced housing, he said, he finds trying to design it gracefully "just as exciting as some fancy tile post-Modern fireplace in somebody's house." One reason he prefers Boston to New York, he said, is Boston's emphasis on neighborhoods.

"There are too many people in New York who have ambitions other than where they live. If you live in a city you have to have some kind of civic spirit about the place. A heck of a lot of people who work in this city care about this city. I came to Boston because I believe in that," he said. With his Tremont Street office doing well — Rawn went from working alone to having 12 associates in three

years — he can afford to enjoy an idealist's satisfactions.

The difference in their resumes seems to delight McIntyre.

"Take the T"

"I comment on it to him all the time," McIntyre said. "We're the corner guy, and the guy that's been to Harvard. I think it's a good combination. If someone at a community meeting says, 'this building doesn't provide enough sun,' I say, 'Look it pal, take the T over to L Street and get as much sun as you want. Housing is the issue here.'" McIntyre said. "Bill will talk about the design, about changing this or that. He provides professionalism. They respect both."

The two met through a mutual acquaintance, who knew Rawn from Rawn's years as assistant chancellor of UMass-Boston and McIntyre from the labor movement. Kidder's book had not yet been published.

Rawn said McIntyre teased him "unmercifully" when it came out for the publicity it gave Rawn as designer of a lavish, 3,000

square-foot country home, at precisely the time the 1,100 square foot Andrew Square rowhouses he designed for McIntyre were being built.

"I upstaged him," Rawn said kiddingly. "He wanted to make my career."

Despite McIntyre's image as the brawny one of the team, his savviness as a developer is well known. When he learned two weeks ago that the federal government was refusing to insure the mortgages for the Andrew Square project, he was at the doors of Gov. Dukakis and Mayor Flynn in short order. The Massachusetts Housing and Finance Agency is now the insurer.

A book of Ritz-Carlton matches sits on McIntyre's desk. Smiling apologetically, he says he had lunch at the Ritz just last week with the regional directors of the International Masonry Institute.

"That was not my idea," he said. "If anything of any consequence is accomplished, it's at the corner of A and Broadway in South Boston, and it's called Am-rheins Restaurant."



# Union Builds Low-Cost Homes in Boston

BOSTON, Aug. 27 (AP) — Tom McIntyre builds and sells houses at 40 percent below the going rate in Boston's costly real estate market. And he goes out of his way to make sure he doesn't make money on the deals.

Mr. McIntyre is a 54-year-old, cigar-chomping, up-through-the-ranks union official, a vice president of the Bricklayers and Masons Union.

Four years ago, he set out to relieve the housing shortage that's pricing Boston neighborhoods beyond the reach of many who grew up in them. His solution was to build low-cost

town houses, acting as the developer on a nonprofit basis.

"We thought we could build affordable homes and have an impact on the total market," Mr. McIntyre said in an interview at one of 18 completed units in the South Boston section.

He would like to see his effort duplicated by construction unions elsewhere in the country.

While trying to preserve close-knit, working-class neighborhoods, he expressed another hope — that his homes would improve the image of organized labor.

"Unions have been painted as a self-interest group," said Mr. McIntyre. "Our aim is to work on the grass-roots neighborhood level so that people begin to understand that unionism is a force for good in their community."

General construction, plumbing and electrical contractors for his projects are selected by the respective craft unions and must pay union-scale wages, Mr. McIntyre said. "The contractors are not hitting a home run, but they're making a profit, and the homebuyer gets a

house 40 percent below market rate."

Such a saving is significant. In greater Boston, the seventh-largest metropolitan area in the United States, the average home now sells for about \$150,000, the second-highest level in the nation, the National Association of Realtors says.

The savings are made on development costs, he explained, because the Bricklayers and Laborers Nonprofit Housing Company has "zero overhead." It has no paid employees.

Mr. McIntyre, who conducts all negotiations and handles paperwork

and customer complaints, receives only his vice president's salary from the bricklayers union.

He found a local bank to lend \$1.2 million without collateral. It did so in an arrangement he calls "compensating balances," in which the union pension fund placed an amount equal to the loan at the bank in certificates of deposit that earned 6.5 percent to 7 percent interest. The loan rate was then set at 8 percent, saving the housing project 3 to 4 interest rate points.

The first project got under way after Mayor Ray Flynn sold 23,000 square feet of land, the site of an old public school, to Mr. McIntyre's nonprofit company for \$1.

"Construction began last September and was completed in May," said Bill Rawn, 42, the architect who de-

signed the \$60,000 houses with two bedrooms, bay windows and living-dining rooms with 11-foot ceilings. "And that is incredible. That's faster than what the big guys do."

But things didn't always go smoothly. South Boston is a white, largely Irish-American neighborhood. When the nonprofit housing company announced that units would go to winners of a lottery open only to neighborhood residents, the Massachusetts Commission Against Discrimination charged that this effectively made blacks ineligible. A compromise eventually set aside 4 of the 18 row-houses for a citywide lottery.

The next project will allot 13 of 38 units to people living outside the Charlestown area, also a traditionally Irish-American community.





McIntyre, right, talks with architect Bill Rawn at Charlestown Navy Yard. ASSOCIATED PRESS

# Building Trade Unions in Boston Construct Not-for-Profit Housing

By Barry Shlachter  
Associated Press

BOSTON—Tom McIntyre builds and sells houses at 40 percent below the going rate in Boston's costly real estate market. And he goes out of his way to make sure that he doesn't make money on the deals.

Who is this man? Some kind of urban housing Robin Hood? McIntyre actually is a 54-year-old, up-through-the-ranks union official, a vice president of the Bricklayers and Masons Union.

Four years ago, he set out to relieve the housing shortage that's pricing neighborhoods beyond the reach of many who grew up in them. His solution was to build low-cost, not-for-profit town houses.

"We thought we could build affordable homes and have an impact on the total market," McIntyre said in an interview at one of 18 completed units in the city's South Boston section.

He would like to see his effort duplicated by construction unions elsewhere in the country.

"The beef is, if you are poor, you could get subsidies; if you're rich, you don't need them. These houses are for the \$2 better," he said.

While trying to preserve close-knit, working-class neighborhoods, he expressed another hope: that his houses would improve the image of organized labor. "Unions have been painted as a self-interest group,"

said McIntyre, who left school after the 10th grade to lay bricks.

Ten years later, he became a full-time union officer. Displaying promise, he was selected 20 years ago for a union management course at the Harvard Business School.

"Our aim is to work on the grassroots neighborhood level, so that people begin to understand that unionism is a force for good in their community," McIntyre said.

General construction, plumbing and electrical contractors for his projects are selected by the respective craft union and must pay union-scale wages, McIntyre said.

"The contractors are not hitting home runs, but they're making a profit," he explained, "and the

house buyer gets a house at a cost below market rate." McIntyre's bond a local bank lend \$1.2 million without collateral. It did so in an arrangement that he calls "compensating balances," which the union pension fund placed an amount equal to the loan at the bank in certificates of deposit. The earned 6.5 percent to 7 percent interest. The loan rate then was set at 8 percent, leaving the labor project 3 to 4 percentage points above the interest rate.

The first project got under way after Mayor Raymond Flynn sold 23,000 square feet of land, the site of an old public school, to McIntyre's nonprofit firm for \$1.

See BOSTON, F7, Col. 1



SEPTEMBER 6, 1982

The Boston Globe

# Unions Build Not-for-Profit Houses in Boston

BOSTON, From P6

"Construction began last September and was completed in May," said Bill Rawn, 42, a lawyer-turned-architect who designed the \$69,900 house with two bedrooms, bay windows and combination living-dining rooms with 11-foot ceilings. "And that is incredible. That's faster than what the big guys do."

But things didn't always go smoothly.

South Boston is a white, largely Irish neighborhood. When the non-profit housing company announced that units would go to winners of a lottery open only to neighborhood residents, the Massachusetts Commission Against Discrimination charged that this effectively made blacks ineligible.

A compromise eventually set

aside four of the 18 row houses for a citywide lottery. Five hundred people entered one or the other drawing, but no blacks applied and the four units went to one Polish and three Chinese families, McIntyre said.

The next project will allot 13 of 39 units to people living outside the Charlestown area, also traditionally a strong Irish community.

A private developer who is transforming Charlestown's old Navy Yard buildings into \$180,000 to \$250,000 luxury condominiums agreed to provide McIntyre with land for his moderately priced units.

At \$70,000 each, the dwellings will go to winners of a lottery who meet the income requirements: A single person's earnings must not exceed \$34,000, and be no more than \$43,000 for a family of four.

And, as with the town houses in South Boston, no unit can be resold for more than its purchase price plus inflation; this is intended to keep speculators away.

The houses in Charlestown will be all brick. But the decision to limit brick to the house fronts in South Boston upset some of McIntyre's union colleagues, Rawn said.

McIntyre pressed on, saying that he had promised the mayor to keep the price low and that meant less work for bricklayers. Several bricklayers entered the South Boston lottery. None was successful.

McIntyre insists that there has been no criticism of his project inside or outside the union.

"Everybody wins," he said. "The union wins. The neighborhoods win. It's a win-win situation."





# BACK OF THE HILL COMMUNITY DEVELOPMENT CORPORATION, INC.

# 9

May 1, 1987

## LETTERS OF SUPPORT

Back of the Hill  
Board of Directors  
9th Floor  
City Hall  
Boston, MA 02201

Dear Back of the Hill Development Authority:

I am writing on behalf of the Back of the Hill Community Development Corporation and the Back of the Hill Housing Development Corporation to support the Back of the Hill Housing Development Corporation's proposal to develop the 10 acres of vacant land on the back of the Hill, known as the Back of the Hill.

The site once housed people of modest means, and the Back of the Hill Housing Development Corporation's proposal to develop the site is a vital part of the Back of the Hill's revitalization effort.

I urge you to support the Back of the Hill Housing Development Corporation's proposal to develop the site, and to ensure that the Back of the Hill's revitalization effort is successful.

If you have any further questions, please do not hesitate to contact me at the address below.

Thank you for your cooperation and support.

Sincerely,  
  
William H. Miller  
Executive Director





**BACK OF THE HILL**  
**COMMUNITY DEVELOPMENT CORPORATION, INC.**

May 5, 1987

**OFFICERS**

Catherine H. Gallagher  
*President*  
Christopher Norwood  
*Vice President*  
Christine Curtiss  
*Treasurer*  
Ann P. Gallagher  
*Clerk*

Boston Redevelopment Authority  
Board of Directors  
9th Floor  
City Hall  
Boston, MA 02201

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Maja W. Johnson  
Hattie Keiton  
Christopher Norwood  
Stanley E. Richardson  
Lois Swinger  
Ophia Wilson

Dear Boston Redevelopment Authority:

I am writing on behalf of the Back of the Hill Community Development Corporation and the Bricklayers and Laborers Non-Profit Housing Company to support the use of Linkage monies for the development of affordable housing on the 10 acres of vacant land on the back of Mission Hill soon to be transferred from the Lahey Clinic.

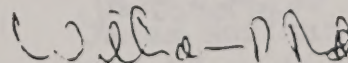
This site once housed people of modest means, and the thrust of the joint development effort of the Back of the Hill CDC and the Bricklayers Union is to recreate such affordable, integrated housing.

I urge you to favorably consider the use of Linkage and any other governmental subsidies to help create and maintain affordability on this site.

If you have any further questions, please do not hesitate to contact me at the address below.

Thank you for your cooperation and support.

Sincerely,



William D. Fried  
Executive Director





Boston Redevelopment Authority  
Board of Directors  
Boston City Hall  
Boston, Massachusetts  
#02201 9th floor

May 6, 1987

Attention: Board of Directors

Dear Gentlemen:

We the undersigned are writing on behalf of the joint venture of the Bricklayers and Back of the Hill Community Development Corporation (BOTHCDC) to lend our support for their planned mixed-income housing development on the Lahey site on the back of Mission Hill.

That site has lain vacant for many years now, attracting dumping and crime. It has always been a site of housing for working people. The intention of these developers, both of whom have proven track records in the area of affordable housing, is to recreate the affordable community that once filled that site.

We strongly support the use of Linkage monies to help keep the prices affordable on this site. We believe that the Bricklayers and BOTHCDC will make the best possible use of such funding and will combine it with other available subsidies such as CEDAG to create affordable, integrated housing.

If you have further questions, please contact me at the address on this letter.

Sincerely,

*James Hoffman*  
James Hoffman, Director

*Kelly Farquharson*  
Kelly Farquharson, President





Basilica of Our Lady of Perpetual Help  
Mission Church

1545 Tremont St., Boston, MA 02120

(617) 445-2600

Office of the Rector

June 16, 1987

**Gentlemen:**

We wish to express our support for the housing planned by the Back of the Hill CDC and the Bricklayers and Laborers Non-Profit Housing Company. Both companies have a good track record and experience in bringing affordable housing units to the marketplace.

Housing is in short supply and the need is unmistakable. We can think of no better use for linkage funds than the expenditure on affordable housing Units.

The land where this development is planned has lain vacant and has been a dumping site for the last ten years. This development would not only improve the housing supply it will also improve the neighborhood.

We urge you to approve the endeavors of these developers.

*Jersey J. Gzymkowski*  
CSSP

REDEMPTORIST FATHERS & BROTHERS





# MASSACHUSETTS / AFL-CIO

Voice of Organized Labor 400,000 Strong

**PRESIDENT**  
ARTHUR R. OSBORN

July 10, 1987

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RICHARD E. POST  
CHARLES E. THOMPSON  
BARNEY WALSH

Larry Dwyer, Chairman  
Neighborhood Housing Trust  
Boston City Hall  
Boston, MA 02201

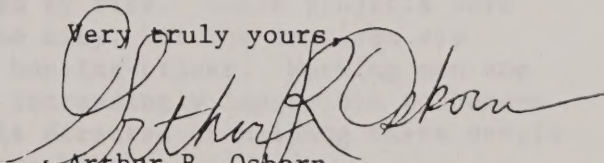
Dear Mr. Dwyer:

The Massachusetts AFL-CIO Council supports the Bricklayers and Laborers Non-Profit Housing Company, Inc. in their project to build 165 townhouses on 10 acres on Mission Hill, Roxbury. The commitment of these trade unionists to quality, affordable housing is well documented and an example that should be followed.

Any help you can provide to facilitate the effort to create homeownership opportunities for low and moderate income families would be greatly appreciated.

If you have any questions about this company or the project, please do not hesitate to contact me. Until that time, I remain.

Very truly yours,

  
Arthur R. Osborn  
President

opeiu  
Afl/cio

**MASSACHUSETTS / AFL-CIO**  
8 Beacon Street, Boston, MA 02108  
Telephone: (617) 227-8260



# Building and Construction Trades Council of the Metropolitan District

AFFILIATED TO THE

## BUILDING AND CONSTRUCTION TRADES DEPARTMENT

AFL - CIO

### TERRITORIAL JURISDICTION

Arlington, Boston, Belmont, Brookline, Burlington, Cambridge, Canton, Chelsea, Dedham, Everett, Malden, Medford, Melrose, Milton, Norwood, Reading, Revere, Somerville, Stoneham, Wakefield, Westwood, Winthrop, Winchester, Woburn, and the Islands of Boston Harbor



TELEPHONE  
7 - 227 - 8585

8 BEACON STREET  
SUITE 53  
BOSTON, MA 02108

July 10, 1987

Larry Dwyer, Chairman  
Neighborhood Housing Trust  
Boston City Hall  
Boston, MA 02201

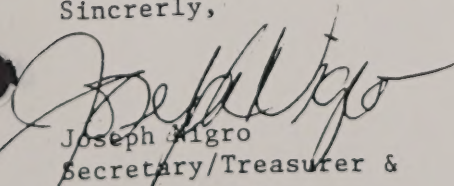
Dear Mr. Dwyer:

On behalf of the Boston Building Trades Council, I want to express my support for the efforts of the Bricklayers and Laborers Non-Profit Housing Co., Inc. to build quality affordable housing in Boston. The current proposal to build 165 brick rowhouses will provide significant opportunities for low and moderate income families to become homeowners.

Over the past several years, the Boston Building Trades have become increasingly involved in helping to alleviate the problems created by the current housing situation. In conjunction with the Roxbury Multi-Service Center, the Boston Building Trades contributed materials and labor to renovate a shelter on Columbia Road. More recently, the Building Trades contributed the labor to rebuild Rosie's Place after it was destroyed by fire. These projects were aimed at serving the homeless in the city, but the homeless are not the only victims of the Boston housing crises. Working men and women with families are finding it increasingly impossible to become homeowners. The current proposal is directed at helping these people realize the dream of owning their own home.

This is a complex problem and we all must do our part. We sincerely hope that by making these linkage funds available to this project, the dream of owning a home will become a reality for more of the citizens of Boston.

Sincerely,

  
Joseph Nigro  
Secretary/Treasurer &  
General Agent  
Boston Building Trades Council



MEMORANDUM

JULY 16, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: WILLIAM WHITMAN, ASSISTANT TO THE DIRECTOR

SUBJECT: HOUSING CREATION PROPOSAL SUBMITTED BY 745 ATLANTIC REALTY TRUST FOR THE BACK OF THE HILL TOWNHOUSES

EXECUTIVE SUMMARY: 745 Atlantic Realty Trust proposes to fulfill its linkage requirement through the Housing Creation Option by committing the present value of its linkage obligation to Back of the Hill Townhouses, a 165 unit affordable housing development to be constructed on Mission Hill by the Bricklayers & Laborers Non-Profit Housing Co, Inc.

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On June 12, 1986, 745 Atlantic Realty Trust entered into a Development Impact Project Agreement ("DIP Agreement") with the Boston Redevelopment Authority regarding the project known as 745 Atlantic Avenue, which is now under construction in the South Station area. That DIP Agreement calls for 745 Atlantic Realty Trust to satisfy its linkage obligation either through a series of linkage payments or through an approved housing creation proposal.

745 Atlantic Realty Trust has submitted a housing creation proposal to dedicate the present value of its linkage obligation to assist the Bricklayers and Laborers Non-Profit Housing Co., Inc. (BLNHC) in its effort to develop 165 townhouses on a vacant eleven acre site previously owned by the Lahey Clinic in the Mission Hill section of Boston.

BLNHC has past experience as the developer of affordable rowhouses at Andrew Square, South Boston, and is also designated to develop 48 affordable townhouses in the Charlestown Navy Yard. BLNHC has signed a purchase and sales agreement to acquire the eleven acres on Mission Hill, has received all needed zoning approvals, and has completed nearly all architectural and engineering work needed to begin construction. The Back of the Hill Townhouse project is supported by the Back of the Hill Community Development Corporation, which will assist in the marketing of these units.



BLNHC proposes to sell at least 121 of the 165 townhouses at prices affordable to low, moderate, and moderate/middle income households. At least 54 of these will be reserved solely for low and moderate income families. Eight of the units will be made accessible to handicapped persons. Units will be sold to first-time homebuyers who are City of Boston residents. Deed restrictions will limit the price at which units can be resold and therefore ensure the long-term affordability of these homes.

The total development costs for this project is currently projected to be \$19,973,000. Total sales revenues are projected to yield \$17,094,000. BLNHC has applied to the state for a CDAG infrastructure grant in the amount of \$870,000, and BLNHC has received commitments of \$210,000 in open space grants from the federal and state governments. Assuming that construction cost savings or a CDAG or other grant increase can provide an additional \$900,000, there still remains a critical financing gap of \$899,000.

The 745 Atlantic Realty Trust's housing creation proposal proposes to contribute to the Back of the Hill Townhouses project approximately \$247,005 as the present value of the Trust's Development Impact Project Excise, calculated according to the standards of the BRA Housing Creation Regulations.

Approval of this housing creation proposal and another housing creation proposal submitted by The Children's Hospital can provide sufficient funds to fill the \$899,000 financing gap in BLNHC's proposal, thereby leveraging over \$19,000,000 in other resources and making possible construction of this much-needed affordable housing.

It is requested therefore that the Housing Creation Proposal submitted by 745 Atlantic Realty Trust for the Back of the Hill Townhouses be approved.

An appropriate vote follows:

VOTED: That the Authority finds after consideration of the evidence submitted at a public hearing on this date, July 16, 1987, regarding the Housing Creation Proposal submitted by 745 Atlantic Realty Trust: (1) that 745 Atlantic Realty Trust is obligated to pay approximately \$328,700 in Development Impact Project Exactions pursuant to Article 26A of the Boston Zoning Code and a Development Impact Project Agreement for the 745



Atlantic Avenue development entered into by 745 Atlantic Realty Trust and the Boston Redevelopment Authority on June 12, 1986; (2) that 745 Atlantic Realty Trust submitted on July 9, 1987 a Housing Creation Proposal pursuant to Section 26-3.2 of the Boston Zoning Code; (3) that the Neighborhood Housing Trust has reviewed said Proposal and has made recommendations to the Authority with regard thereto; (4) that the Bricklayers and Laborers Non-Profit Housing Co., Inc. (BLNHC) is proposing to develop 165 townhouses on an eleven acre parcel in the Mission Hill section of Boston, of which a minimum of 54 units will be affordable to low- and moderate-income households; (5) that BLNHC has applied for a Community Development Action Grant, has received commitments for open space grants, and shall apply for a reservation of funds from the Homeownership Opportunities Program to benefit purchasers of these townhouses; (6) that a gap in the financing of said housing exists; (7) that but for the commitment of additional funds in the amount of at least \$899,000 said housing would not be built; (8) that the most recent City of Boston 10 year bond rate is 6.9%; (9) that the cost of construction funds to 745 Atlantic Realty Trust for the 745 Atlantic Avenue project averages 8.5%; (10) that the discount rate of 7.7% will be applied to 745 Atlantic Realty Trust's stream of DIP Exaction payments of approximately \$46,957.14 per annum to arrive at a Net Present Value as defined in the Housing Creation Regulations adopted by the Authority; (11) that the Net Present Value of 745 Atlantic Realty Trust's DIP Exactions is approximately \$247,005; (12) that application of the DIP Exactions from 745 Atlantic Realty Trust as proposed in its Housing Creation Proposal is necessary and appropriate to the development of said affordable housing on the Mission Hill site;

AND FURTHER  
VOTED:

That the Housing Creation Proposal submitted by 745 Atlantic Realty Trust on July 9, 1987 is hereby approved as submitted;



AND FURTHER  
VOTED:

That the Director be and hereby is authorized to enter into a housing creation agreement pursuant to Section 9 of the Housing Creation Regulations and such other documents as may be necessary to implement the Housing Creation Proposal and ensure the successful development by BLNHC of the Back of the Hill Townhouses as affordable housing, each on such terms and conditions as the Director may deem necessary and/or appropriate.



# SITE BOUNDARIES





# HOUSING CREATION SITE LOCATION MAP

## BACK OF THE HILL TOWNHOUSES

